Supreme Court, U.S.
FILED
NOV 10 1994
OFFICE OF THE CLERK

No. 94-650

IN THE

Supreme Court of the United States

OCTOBER TERM, 1994

EYAK NATIVE VILLAGE, *et al.*,
Petitioners,

v.

EXXON CORPORATION, *et al.*,
Respondents.

On Petition for a Writ of Certiorari to the United States Court of Appeals for the Ninth Circuit

---

RESPONDENTS' BRIEF IN OPPOSITION TO PETITION FOR A WRIT OF CERTIORARI

JOHN F. DAUM
Counsel of Record
PATRICK LYNCH
CARL R. SCHENKER, JR.
O'MELVENY & MYERS
555 13th Street, N.W.
Washington, D.C. 20004
(202) 383-5300

DOUGLAS J. SERDAHELY
BOGLE & GATES
1031 West 4th Avenue
Suite 600
Anchorage, Alaska 99501
(907) 276-4557

Attorneys for Respondents

November 10, 1994

QUESTIONS PRESENTED

Based on the decision of the Court of Appeals and the record below, the issues actually raised by this petition are:

(1) Whether the courts below erred in concluding that, by voluntarily filing a single class action complaint and jointly advocating "omnibus" classes, the present petitioners "joined" their claims with those of certain non-petitioning plaintiffs for purposes of 28 U.S.C. § 1441(c).

(2) Whether the present petitioners may be heard to argue that the courts below erred in concluding that, by attempting to attack and seek relief from a Federal Consent Decree in state court, certain non-petitioning plaintiffs raised a federal claim within the removal jurisdiction of the district court.

RULE 29.1 STATEMENT

Respondent Exxon Corporation has no corporate parent, and is the corporate parent of respondent Exxon Shipping Company. Respondent Exxon Corporation has numerous subsidiaries that are not wholly owned, a list of which is given in the attached Appendix pursuant to Supreme Court Rule 29.1.

TABLE OF CONTENTS

Page

QUESTIONS PRESENTED i

RULE 29.1 STATEMENT ii

TABLE OF AUTHORITIES vi

RESPONDENTS' BRIEF IN OPPOSITION TO PETITION FOR A WRIT OF CERTIORARI 1

COUNTERSTATEMENT OF THE CASE 1

REASONS FOR DENYING THE WRIT 4

I. CONTRARY TO PETITIONERS' ASSERTIONS, THE CONCLUSION BELOW THAT THEIR CLAIMS WERE "JOINED WITH" THOSE OF THE TRUST PLAINTIFFS PRESENTS NO CONFLICT AND DID NOT REST ON THE MERE FACT OF CONSOLIDATION; THIS RECORD-BOUND ISSUE IS NOT SUITABLE FOR THIS COURT'S REVIEW AND WAS IN ANY EVENT RESOLVED CORRECTLY AND CONSISTENTLY BY THE TWO LOWER COURTS 5

A. Petitioners Mischaracterize The Decision Below In Asserting That Joinder Was Found Due Merely To Consolidation For Pretrial Purposes And The Filing Of Consolidated Papers 5

TABLE OF CONTENTS--Continued

Page

B. The Record-Bound "Joined With" Question Was Correctly And Consistently Resolved By Two Courts Closer To The Issues And Pleadings Than Is This Court 7

C. The Ninth Circuit's Decision Is Not In Conflict With Any Decision Of Any Other Court 9

II. CONTRARY TO PETITIONERS' ASSERTIONS, THE CONCLUSION BELOW THAT THE CLAIMS OF THE TRUST PLAINTIFFS WERE PROPERLY REMOVED WAS NOT PREMISED ON THE INVOLVEMENT OF A FEDERAL-LAW DEFENSE; THIS RECORD-BOUND ISSUE WAS RESOLVED CORRECTLY AND CONSISTENTLY BY THE COURTS BELOW AND IN ANY EVENT IS NOT APPROPRIATELY RAISED BY THE PRESENT PETITIONERS . . 11

A. Petitioners Again Mischaracterize The Decision Below In Asserting That Removability Of The Trust Plaintiffs' Claims Was Premised On The Involvement Of A Federal-Law Defense . . . 11

B. The Record-Bound Removability Question Was Consistently And Correctly Resolved By The Two Lower Courts 12

TABLE OF CONTENTS--Continued

Page

C. It Would Be Inappropriate To Review The Removability Of The Trust Plaintiffs' Claims At The Behest Of The Class Action Plaintiffs . . 13

III. SEVERAL ADDITIONAL CONSIDERATIONS ALSO MILITATE STRONGLY AGAINST GRANTING REVIEW 14

CONCLUSION 17

APPENDIX

Rule 29.1 Statement

TABLE OF AUTHORITIES

Cases	Page
Amalgamated Sugar Co. v. NL Indus. Inc., 825 F.2d 634, *cert. denied*, 484 U.S. 992 (1987)	13
American Fire & Casualty Co. v. Finn, 341 U.S. 6 (1951)	15
Caterpillar Inc. v. Williams, 482 U.S. 386 (1987)	14
Deauville Assocs. Inc. v. Lojoy Corp., 181 F.2d 5 (5th Cir.), *cert. denied*, 340 U.S. 905 (1950)	13
Finley v. United States, 490 U.S. 545 (1989)	13
First Nat'l Bank v. Society for Sav., 80 F. 581 (4th Cir. 1897)	13
Goodman v. Lukens Steel Co., 482 U.S. 656 (1987)	5
In re Equity Funding Corp. Securities Litigation, 416 F. Supp. 161 (C.D. Cal. 1976)	10
In re Wirebound Boxes Antitrust Litigation, 128 F.R.D. 262 (D. Minn. 1989)	10
Johnson v. Manhattan Ry., 289 U.S. 479 (1933)	10
Katz v. Realty Equities Corp., 521 F.2d 1354 (2d Cir. 1975)	10
Local Loan Co. v. Hunt, 292 U.S. 234 (1934)	13
Oklahoma City v. Tuttle, 471 U.S. 808 (1985)	4

TABLE OF AUTHORITIES--Continued

Page

Royal Ins. Co. v. Quinn-L Capital Corp., 960 F.2d 1286 (5th Cir. 1992) 13

South Dakota Cent. Ry. v. Continental & Commercial Trust & Sav. Bank, 255 F. 941 (8th Cir.), *cert denied*, 250 U.S. 642 (1919) 13

Striff v. Mason, 849 F.2d 240 (6th Cir. 1988) 13

Villareal v. Brown Express, Inc., 529 F.2d 1219 (5th Cir. 1976) 13

Wood v. Santa Barbara Chamber of Commerce, Inc., 705 F.2d 1515 (9th Cir. 1983), *cert. denied*, 465 U.S. 1081 (1984) 13

Woods v. Root, 123 F. 402 (7th Cir. 1903) 13

Statutes

28 U.S.C. § 1331 . . . . . 2, 4, 13

28 U.S.C. § 1333 16

28 U.S.C. § 1441 . . . . . *passim*

Other Authorities

7 C. Wright & A. Miller, *Federal Practice and Procedure: Civil* (2d ed. 1986) 15

7 J. Moore, *Moore's Federal Practice* (2d ed. 1993) 13

RESPONDENTS' BRIEF IN OPPOSITION TO PETITION FOR A WRIT OF CERTIORARI

Respondents Exxon Corporation and Exxon Shipping Company (collectively, "Exxon") respectfully submit that the instant petition for a writ of certiorari to the United States Court of Appeals for the Ninth Circuit ("Ninth Circuit") should be denied for the reasons shown below.[1]

COUNTERSTATEMENT OF THE CASE

There is no need for Exxon to restate the case at length. As the Court will see, however, a welter of EXXON VALDEZ claims and proceedings are referenced in the opinions below (Pet. App. 1a, 23a).[2] The petition fails to make sufficiently clear the exact identity of the plaintiffs who appealed to the Ninth Circuit and now petition this Court, a matter that should be cleared up at the outset.

---

[1] On August 29, 1994, 47 days after rehearing was denied below, Exxon filed a petition for certiorari styled *Exxon Corp., et al. v. Eyak Native Village, et al.*, No. 94-385, in which Exxon sought review of certain aspects of the Ninth Circuit's judgment below; this Court denied Exxon's petition in No. 94-385 on October 11, 1994. Under this Court's Rule 12.4, the Ninth Circuit plaintiffs-appellants now petitioning in this matter (No. 94-650) were all respondents as to Exxon's petition in No. 94-385. Nonetheless, the Ninth Circuit plaintiffs-appellants waited for 43 days (until October 11, 1994) to present their petition to the Court seeking review of other aspects of the Ninth Circuit's judgment. Unfortunately, that approach will oblige this Court to devote its attention to the same decision of the Ninth Circuit on two separate occasions. Further, Exxon has been obliged to file a petition for rehearing in No. 94-385 and is concurrently filing a cross-petition. The Court may wish to consider whether the petition in No. 94-650 should be considered timely in these circumstances.

[2] This opposition will cite the petition as "Pet. 00," and the appendix thereto as "Pet. App. 00a."

This petition challenges only that portion of the Ninth Circuit decision (Pet. App. 5a-18a) upholding Order No. 80 of the United States District Court for the District of Alaska ("Federal District Court"). In Order No. 80, the Hon. H. Russel Holland denied motions to remand to Alaska Superior Court two cases removed by Exxon -- *Eyak Native Village v. Exxon*, No. A91-568 Civil, and *National Wildlife Federation ("NWF") v. Exxon*, No. A91-567 Civil.

The *NWF* plaintiffs did not appeal to the Ninth Circuit, and hence only the *Eyak* case remains relevant. In *Eyak*, motions to remand were filed separately by (1) the "Trust plaintiffs" and (2) the "Class Action plaintiffs." *See* Pet. App. 24a, 33a. Both motions were denied in Order No. 80, for the reasons summarized below. None of the Trust plaintiffs pursued an appeal to the Ninth Circuit. *See* Pet. 4 n.2, 10-11; Brief for Plaintiffs-Appellants, 9th Cir. No. 93-35274, at 12 n.15 ("The Trust Plaintiffs are not parties to the present appeal"). Thus, the only appellants before the Ninth Circuit and the only petitioners before this Court are the *Eyak* Class Action plaintiffs.

Exxon's *Eyak* removal papers alleged removal jurisdiction alternatively under 28 U.S.C. § 1441(a) and 28 U.S.C. § 1441(c) (1988 & Supp. V 1993). The courts below found it necessary to address the issues only under section 1441(c), which provides:

> Whenever a separate and independent claim or cause of action within the jurisdiction conferred by section 1331 of this title is joined with one or more otherwise non-removable claims or causes of action, the entire case may be removed . . . .

Trust Plaintiffs. In Alaska Superior Court, the Trust plaintiffs sought certification of a class to pursue trust-style recovery for natural resources damages, the same type of recovery also being sought at that time in Federal District Court by the State of Alaska in its capacity as natural resources trustee on behalf of the public. *State of Alaska v. Exxon*, No. A91-083 Civil. On October 8, 1991, Judge Holland entered an Agreement and Consent Decree ("Federal Consent Decree" or "Decree") resolving *State of Alaska* and *United States v. Exxon*, No. A91-082 Civil. The Decree provided for Exxon to pay the two Governments at least $900 million to restore and rehabilitate natural resources damaged by the EXXON VALDEZ oil spill. In exchange, the Decree released *all* of both Governments' claims against Exxon, expressly including the State of Alaska's claims as natural resources trustee on behalf of the public. Pet. App. 4a, 11a, 27a n.11.

Notwithstanding entry of the Federal Consent Decree, the Trust plaintiffs sought to persevere with their trust claim in Alaska Superior Court. Exxon filed a notice of removal. Under section 1441(c), Judge Holland upheld Exxon's removal of the Trust plaintiffs' claims because their state-court papers had raised a well-recognized species of federal claim in "attack[ing]" the Federal Consent Decree and "seeking relief from the decree on the basis that it was fraudulently obtained." Pet. App. 7a-8a; *see id.* at 7a-13a; *id.* at 24a-33a. In a subsequent development not mentioned by the petitioners here, Judge Holland rejected the Trust plaintiffs' attack on the Consent Decree in Amended Order No. 125 (dated Jan. 19, 1993). As the petition states, he further granted Exxon's motion for summary judgment against the Trust plaintiffs on grounds of *res judicata*. *See* Amended Order No. 125 (dated Jan. 19, 1993); Order No. 146 (dated July 8, 1993).

As already noted, unlike the Class Action plaintiffs, the Trust plaintiffs did *not* appeal to the Ninth Circuit from denial of their remand motion in Order No. 80. However, in addressing issues raised by the Class Action plaintiffs, the Ninth Circuit adopted Judge Holland's findings and conclusions that, under section 1441(c), the Trust plaintiffs' attack on the Federal Consent Decree raised "a separate and independent claim or cause of action within the jurisdiction conferred by [28 U.S.C.] section 1331." *See* Pet. App. 7a-13a.

Class Action Plaintiffs. Under section 1441(c), for reasons elaborated upon below, both lower courts further found that the claims of the Class Action plaintiffs had been "joined" in Alaska Superior Court with those of the Trust plaintiffs into an "entire [removable] case." *See* Pet. App. 13a-18a, 33a-40a. The Class Action plaintiffs appealed unsuccessfully to the Ninth Circuit and now seek this Court's review.

REASONS FOR DENYING THE WRIT

There is no reason whatever for this Court to grant a writ of certiorari in this case. Petitioners' claims of conflict are baseless, and their "questions presented" demonstrably mischaracterize the opinion below. The real issues below are record bound, and they were resolved correctly and consistently by the two courts below. Moreover, several developments post-dating removal counsel strongly against this Court's committing its "scarce judicial resources" to this case. *Oklahoma City v. Tuttle*, 471 U.S. 808, 816 (1985).

I. CONTRARY TO PETITIONERS' ASSERTIONS, THE CONCLUSION BELOW THAT THEIR CLAIMS WERE "JOINED WITH" THOSE OF THE TRUST PLAINTIFFS PRESENTS NO CONFLICT AND DID NOT REST ON THE MERE FACT OF CONSOLIDATION; THIS RECORD-BOUND ISSUE IS NOT SUITABLE FOR THIS COURT'S REVIEW AND WAS IN ANY EVENT RESOLVED CORRECTLY AND CONSISTENTLY BY THE TWO LOWER COURTS.

The principal claim in the petition (Pet. i, 10-14) is that the Ninth Circuit erred in holding that the concededly non-federal claims of the Class Action plaintiffs (the petitioners here) were "joined with" the federal claims of the Trust plaintiffs into an "entire case" removable under 28 U.S.C. § 1441(c). This "joined with" issue fails to raise a matter worthy of this Court's review. The very purpose of 28 U.S.C. § 1441(c) is to allow the removal of non-federal claims "joined with" federal claims. It is self-evident that the courts below were better positioned than is this Court to immerse themselves in the voluminous state-court pleadings and to decide the record-bound question as to which state-court claims were "joined" into an "entire case." This issue was resolved consistently by two lower courts, and this Court usually eschews record-bound inquiries in such circumstances. *See, e.g., Goodman v. Lukens Steel Co.*, 482 U.S. 656, 665 (1987).

A. Petitioners Mischaracterize The Decision Below In Asserting That Joinder Was Found Due Merely To Consolidation For Pretrial Purposes And The Filing Of Consolidated Papers.

Attempting to manufacture a question potentially having import beyond this case, petitioners baselessly assert that the decision of the Ninth Circuit will permit "joined with"

removal under section 1441(c) whenever state courts employ routine "case-management procedures" in "complex class action litigation." Pet. 10, 12. Here, petitioners assert, joinder was found merely because the Alaska Superior Court had consolidated all EXXON VALDEZ cases for pretrial purposes and petitioners had filed "consolidated papers" with the Trust plaintiffs. *See* Pet. 10-14.

This position mischaracterizes the record and opinion below, and hence the issue petitioners advocate for review simply is not present in this case. The Ninth Circuit expressly stated that "we have more [here] than consolidation alone." Pet. App. 16a. The dispositive consideration was that the July 17, 1989 Amended and Consolidated Class Action Complaint ("CCAC") obliterated the boundaries between the previously separate complaints, proposing "omnibus" classes (Pet. 4) and intermingling plaintiffs from various predecessor actions as proposed representatives of those proposed classes. The Ninth Circuit stated:

> [T]his is *not* a situation in which the class representatives [merely] joined in a joint motion or discovery action. This is a situation in which a whole new complaint was voluntarily filed, designating five entirely different classes. The representatives of some of the new classes came from several of the prior classes; for example, the proposed representatives for the Commercial Fishing Class came from 12 of the previously separate class actions.

Pet. App. 14a-15a (emphasis added). The Federal District Court likewise emphasized that intermingling (*id.* at 36a-37a) and stated:

> From all appearances the Class Plaintiffs [and Trust plaintiffs] joined the various class actions into one class action complaint on their own initiative. If the Class

> Plaintiffs had intended to join the claims, a voluntary consolidated class action complaint listing all affected class action cases is the way to have accomplished that.

Id. at 36a.

B. The Record-Bound "Joined With" Question Was Correctly And Consistently Resolved By Two Courts Closer To The Issues And Pleadings Than Is This Court.

Once petitioners' mischaracterization of the opinion below is stripped away, there is no conceivable basis for this Court's immersing itself in the "joined with" issue presented by the facts of this particular case. To illustrate, petitioners argue elaborately that the CCAC did not join the claims of the Trust plaintiffs and Class Action plaintiffs named therein, but rather served only to catalog 15 separate cases embraced by the state court's consolidation order (with the Trust plaintiffs allegedly remaining hermetically isolated in one of those 15 supposedly separate cases (*Alaska Sportfishing Ass'n*)). *See* Pet. 4, 10-14. The courts below correctly rejected these strained arguments.

The Federal District Court noted in part that the June 8, 1989 consolidation order in Alaska Superior Court did *not* "order[], authorize[], or even encourage[]" the filing of a consolidated complaint by any of the parties to the various state-court actions. Pet. App. 36a. Rather, named plaintiffs in 15 previously separate class actions took it upon themselves voluntarily to file a single, new complaint, the CCAC. Hence, "[f]rom all appearances," they had joined their claims in a straightforward fashion. *Id.*

Petitioners assert that the CCAC "meticulously reserved the separate identities of the [predecessor] cases, as originally filed." Pet. 10. In fact, the CCAC cannot be squared with this assertion. First, the CCAC expressly made allegations showing that the predecessor complaints had been merged into a single case.[3] Second, the CCAC erased the boundaries between the predecessor cases (1) by proposing only five "omnibus" classes (Pet. 4) where previously there had been 15 proposed class actions of varying dimensions and (2) by intermingling plaintiffs from the various predecessor actions in the proposed classes. In April 1990, plaintiffs in the previously distinct *Wisner* case "joined [the omnibus CCAC class action] motion." *Id.*; *see* Pet. App. 15a, 37a.

These specific considerations (and not the court's order of consolidation or the routine filing of consolidated papers) were what persuaded Judge Holland and the Ninth Circuit that the claims of the Class Action plaintiffs had been "joined with" those of the Trust plaintiffs. The Ninth Circuit stated:

---

[3] If 15 separate "cases" retained their separate identities within the CCAC, one would expect the CCAC to include allegations so stating or otherwise attributing some significance to those supposedly separate identities. In fact, however, the CCAC lacks such allegations and instead belies petitioners' present assertions by the repeated use of singular terms such as "this action" and "this case." *See* CCAC ¶¶ 75, 76, 76(a), 76(b), 76(c), 76(d), 76(e), Prayer. Further showing the superseded nature of the predecessor complaints, the CCAC stated: "By virtue of the filing of this Amended and Consolidated Class Action Complaint, Plaintiffs *formerly named* in the captions of the above-listed actions *who no longer appear as named plaintiffs* have not dismissed their claims, either with or without prejudice. Rather, they have elected to preserve and pursue their claims as unnamed members of one or more of the plaintiff classes listed herein." CCAC ¶ 86 (emphasis added).

> The plaintiffs did not seek in the Consolidated Complaint to preserve the individual identity of their former class action complaints. As the district court observed, "Fifteen separate class actions could not be transformed into 5 proposed classes without the claims being joined." The same principle applies to the plaintiffs in the *Wisner* case, who later joined in the consolidated action.

Pet. App. 15a.

This conclusion, reached by both the Federal District Court and the Ninth Circuit, was entirely sensible; indeed, it was compelled. As the Ninth Circuit noted, the very nature of a class action is to serve as "'a multiple joinder device, permitting the litigation, in one single action, of multiple claims involving similar or identical questions of law and fact usually arising from the same set of operative facts.'" Pet. App. 16a (citation omitted). Nowhere do petitioners plausibly explain how, if the predecessor actions remained separate, plaintiffs in different cases could possibly be members -- and proposed representatives -- of the same classes.

Petitioners strain to hypothesize implausible adverse consequences that may occur in complex litigation if the Ninth Circuit's decision is allowed to stand without review. Far worse would be the confusion that will prevail on countless procedural questions, for purposes of 28 U.S.C. § 1441 and otherwise, if the proponents of a voluntarily-filed class action complaint such as the CCAC are later free to claim (when it suits them) that their claims are not "joined" but are instead to be treated as separate claims merely consolidated under Fed. R. Civ. P. 42.

C. The Ninth Circuit's Decision Is Not In Conflict With Any Decision Of Any Other Court.

There is no basis for review in petitioners' assertions of conflict. *See* Pet. 12-14. Most notably, petitioners do not

assert that any other court has held that claims voluntarily joined in a common class action are somehow not "joined" for purposes of section 1441(c). Indeed, the Ninth Circuit decision is not claimed to be in square conflict with any decision of any other court on any topic whatever. Rather, petitioners merely claim a "conflict in principle" with several non-removal cases holding that a court's *order of consolidation* "'does not merge the [consolidated] suits into a single cause . . . or make those who are parties in one suit parties in another.'" Pet. 13-14, quoting *Johnson v. Manhattan Ry.*, 289 U.S. 479, 496-97 (1933). The opinion of the Ninth Circuit is entirely consistent with that principle and with all of petitioners' authorities.[4]

As already shown, it was not the order of consolidation in Alaska Superior Court that was held to join the various claims here, but rather the separate and voluntary acts of the Class Action plaintiffs in commonly pursuing a class action with the Trust plaintiffs. Chaos will result if plaintiffs, having voluntarily joined others in filing a single, new complaint that "[f]rom all appearances" supersedes separate

---

[4] Petitioners rely particularly on *Katz v. Realty Equities Corp.*, 521 F.2d 1354, 1358 (2d Cir. 1975), *In re Equity Funding Corp. Securities Litigation*, 416 F. Supp. 161, 176-77 & n.12 (C.D. Cal. 1976), and *In re Wirebound Boxes Antitrust Litigation*, 128 F.R.D. 262, 264 (D. Minn. 1989). *See* Pet. 14. In *Katz* and *Equity Funding Corp.*, the trial court entered an order requiring the filing of a consolidated complaint over the objection of certain defendants. In *Wirebound Boxes*, certain plaintiffs objected that they had not consented to inclusion of their claims within a consolidated complaint filed by other plaintiffs. In each case, the court turned aside the objection to the consolidated complaint on the ground that it had been ordered or would be allowed solely to facilitate pretrial proceedings. Obviously, these cases do not stand for the proposition asserted by plaintiffs -- that any complaint happening to bear the word "consolidated" necessarily fails to join claims first alleged in separate actions. *See* Pet. App. 15a-16a, 36a.

original complaints (Pet. App. 36a), nonetheless may somehow secretly avoid joinder of their claims simply by affixing the word "consolidated" to the new complaint.

II. CONTRARY TO PETITIONERS' ASSERTIONS, THE CONCLUSION BELOW THAT THE CLAIMS OF THE TRUST PLAINTIFFS WERE PROPERLY REMOVED WAS NOT PREMISED ON THE INVOLVEMENT OF A FEDERAL-LAW DEFENSE; THIS RECORD-BOUND ISSUE WAS RESOLVED CORRECTLY AND CONSISTENTLY BY THE COURTS BELOW AND IN ANY EVENT IS NOT APPROPRIATELY RAISED BY THE PRESENT PETITIONERS.

As an afterthought, petitioners -- all of whom are Class Action plaintiffs -- conclusorily assert that the Ninth Circuit erred in "upholding the removability" of the Trust plaintiffs' claims in supposed violation "of the principle that removal cannot be premised on the [involvement] of a federal-law defense." Pet. 15. This second issue -- which petitioners do not even claim has systemic importance -- is even less worthy than the first of this Court's review.

A. Petitioners Again Mischaracterize The Decision Below In Asserting That Removability Of The Trust Plaintiffs' Claims Was Premised On The Involvement Of A Federal-Law Defense.

In asserting that removal jurisdiction was predicated on the involvement of a federal defense, petitioners once again mischaracterize the decision below in an effort to frame a question not actually presented. Both the Federal District Court and the Ninth Circuit were cognizant of the principle that removal jurisdiction ordinarily cannot be based upon involvement of a federal-law defense. *See* Pet. App. 7a-8a, 29a. Accordingly, contrary to petitioners' assertions, both

courts expressly refrained from predicating removability of the Trust plaintiffs' claims upon the involvement of Exxon's defense that the Federal Consent Decree (releasing the State of Alaska's claims as natural resources trustee on behalf of the public) raised a *res judicata* bar against the claims of the Trust plaintiffs. *See id.* 8a, 29a-30a, 32a.

Rather, after an extensive analysis, the Federal District Court found, and the Ninth Circuit agreed, that the Trust plaintiffs' state-court filings affirmatively "requested relief from the consent decree" and

> went beyond responding to an anticipated federal defense when they alleged that the consent decree did not represent full compensation for natural resources because of the State's conflict of interest and breach of fiduciary responsibility.

Pet. App. 30a; *see id.* at 7a-8a, 10a, 12a. It was the involvement of this affirmative attack on the Federal Consent Decree, not the mere involvement of a federal *res judicata* defense, upon which the courts below based their decisions.

B. The Record-Bound Removability Question Was Consistently And Correctly Resolved By The Two Lower Courts.

As with petitioners' first claim, their bid for review collapses when stripped of the mischaracterization of the decision below. The two lower courts canvassed the state-court pleadings carefully and came to the same conclusion -- that they presented an affirmative attack on a federal decree. *See* Pet. App. 8a-12a, 26a-32a. For decades, it has been well-established that an attack on a federal decree raises federal questions and that such questions come within original jurisdiction under section 1331 and hence within

removal jurisdiction under section 1441(c). As summarized by a leading treatise:

> [A]n action to enjoin or otherwise obtain relief from a federal judgment involves the validity of the judgment as a continuing obligation; the substantive principles of the action are federal; and, we believe, [the action] presents a general federal question.
>
> If the independent action is brought in a state court it may be removed to the appropriate federal court on the basis of a general federal question.

7 J. Moore, *Moore's Federal Practice* ¶ 60.38[1], at 60-401 to -402 (2d ed. 1993) (footnotes omitted).[5]

C. It Would Be Inappropriate To Review The Removability Of The Trust Plaintiffs' Claims At The Behest Of The Class Action Plaintiffs.

Furthermore, this case does not present an appropriate vehicle to review the principles upon which the lower courts relied in upholding the removability of the Trust plaintiffs' claims. In the first place, no Trust plaintiff appeared before

---

[5] *See, e.g., Finley v. United States*, 490 U.S. 545, 551 (1989); *Local Loan Co. v. Hunt*, 292 U.S. 234, 239 (1934); *Royal Ins. Co. v. Quinn-L Capital Corp.*, 960 F.2d 1286, 1292 (5th Cir. 1992); *Striff v. Mason*, 849 F.2d 240, 244-45 (6th Cir. 1988); *Amalgamated Sugar Co. v. NL Indus. Inc.*, 825 F.2d 634, 639 (2d Cir.), *cert. denied*, 484 U.S. 992 (1987); *Wood v. Santa Barbara Chamber of Commerce, Inc.*, 705 F.2d 1515, 1524 (9th Cir. 1983), *cert. denied*, 465 U.S. 1081 (1984); *Villareal v. Brown Express, Inc.*, 529 F.2d 1219, 1221 (5th Cir. 1976); *Deauville Assocs. Inc. v. Lojoy Corp.*, 181 F.2d 5, 6 (5th Cir.), *cert. denied*, 340 U.S. 905 (1950); *South Dakota Cent. Ry. v. Continental & Commercial Trust & Sav. Bank*, 255 F. 941, 943 (8th Cir.), *cert. denied*, 250 U.S. 642 (1919); *Woods v. Root*, 123 F. 402, 404 (7th Cir. 1903); *First Nat'l Bank v. Society for Sav.*, 80 F. 581, 582 (4th Cir. 1897).

the Ninth Circuit seeking reversal of Order No. 80 (and thus remand to Alaska Superior Court). Thus, there is no basis for this Court actually to overturn Order No. 80 insofar as it relates to the non-appealing Trust plaintiffs.

Assuming that the removability of the Trust plaintiffs' claims is nonetheless considered germane to the overall removal posture of the Class Action plaintiffs, this Court would be ill-served by taking a case in which the Class Action plaintiffs would argue that the non-appealing Trust plaintiffs were not allowed to be "master[s] of [their] claim." *Caterpillar Inc. v. Williams*, 482 U.S. 386, 392 (1987). Without the participation of the Trust plaintiffs, debate of this issue would lack the concrete adversity which best assures informed judicial decisionmaking, leaving this Court on treacherous footing in delineating principles for the removal of cases involving attacks on federal decrees.[6]

III. SEVERAL ADDITIONAL CONSIDERATIONS ALSO MILITATE STRONGLY AGAINST GRANTING REVIEW.

In addition to the matters discussed above, there are several other considerations showing that this is not an appropriate case for this Court's discretionary review.

---

[6] If the Trust plaintiffs were before this Court, they would be obliged to argue the removability question with the knowledge that positions taken here to defeat removal might inhibit their ability to pursue their claim in state court upon any remand. The Class Action plaintiffs would face no such real-world limitations; they would have every incentive to adopt arguments or make concessions solely to advance their own position, regardless of the impact on the Trust plaintiffs.

First, the Federal District Court and the Ninth Circuit both acknowledged but failed to address Exxon's alternative arguments in support of removal. *See* Pet. App. 8a, 32a. In addition, although not true earlier, there is now complete diversity between the plaintiffs and remaining defendants in the *EXXON VALDEZ* litigation, creating a new basis for retroactive validation of the Federal District Court's jurisdiction. Thus, should review be granted here, this Court would be obliged to address and resolve (or remand for consideration of) the alternative bases that Exxon has argued or will argue in support of removal jurisdiction.[7]

Second, petitioners grudgingly acknowledge (Pet. 7 n.6) that their claims -- together with numerous other claims -- have already proceeded to resolution on the merits (subject to post-trial motions and appeals). Collectively, the *EXXON VALDEZ* litigation before the Federal District Court was of vast magnitude, imposing immense burdens upon the parties and Judge Holland. In this process, Judge Holland applied

---

[7] At the time of Exxon's notice of removal (November 20, 1991), several other persons were also defendants in this case (*Eyak*). *See* Pet. App. 25a. The other defendants included residents of the State of Alaska (the state of residence of most plaintiffs). Now, however, all defendants other than Exxon and Captain Joseph Hazelwood have settled with plaintiffs or been voluntarily dismissed. At present, there is complete diversity between the *Eyak* plaintiffs and the remaining defendants. It is well-established that removal jurisdiction (or original jurisdiction) can be established retroactively by the settlement or the voluntary dismissal of defendants. *See American Fire & Casualty Co. v. Finn*, 341 U.S. 6, 18 n.18 (1951) (in holding that removal was invalid under prior version of 28 U.S.C. § 1441(c) due to lack of complete diversity, this Court noted that jurisdiction could be validated retroactively by dismissal of non-diverse defendant); 7 C. Wright & A. Miller, *Federal Practice and Procedure: Civil* § 1685 (2d ed. 1986).

federal maritime law and rejected the claims of some petitioners in whole or in part on summary judgment. Other claims were tried in Federal District Court in a three-phase jury trial consuming several months of 1994. Petitioners admit that they are bound by the results of the trial while still seeking to renew in state court aspects of their claims rejected by Judge Holland on summary judgment. *See* Pet. 7 n.6.

These are maritime claims concerning a maritime accident, fully cognizable in Federal District Court under 28 U.S.C. § 1333. Hence, Exxon contends that petitioners' voluntary participation in the compensatory damages phase of the trial after the May 27, 1994 decision of the Ninth Circuit constituted a waiver of any right that might otherwise have existed to a remand to state court. In any event, however, this Court should not grant its discretionary writ to advance the quest of these petitioners for a second bite at already-resolved maritime claims, when petitioners can change the result only by persuading the state courts to apply principles other than the federal maritime principles applied by Judge Holland.

CONCLUSION

For all of the foregoing reasons, Exxon respectfully urges this Court to deny the petition for certiorari in this matter. Exxon is concurrently filing a conditional cross-petition seeking review of other aspects of the decision below. Should this petition be granted, Exxon respectfully requests that the Court also grant Exxon's cross-petition.

Respectfully submitted,

JOHN F. DAUM
Counsel of Record
PATRICK LYNCH
CARL R. SCHENKER, JR.
O'MELVENY & MYERS
555 13th Street, N.W.
Washington, D.C. 20004
(202) 383-5300

DOUGLAS J. SERDAHELY
BOGLE & GATES
1031 West 4th Avenue
Suite 600
Anchorage, Alaska 99501
(907) 276-4557

Attorneys for Respondents

Dated: November 10, 1994

APPENDIX

APPENDIX

Rule 29.1 Statement

165550 Canada Limited
172965 Canada Limited
2849518 Canada Limited
571270 Alberta Limited
590320 Alberta Ltd.
AGA Progas a.s
Abu Dhabi Petroleum Company Limited
Ace Polymer Co., Ltd.
Acquifund Resources Limited
Aditivos Orinoco, C. A.
Adria-Wien Pipeline Gesellschaft mit beschrankter Haftung
Advanced Elastomer Systems Do Brasil Ltda.
Advanced Elastomer Systems Japan Limited
Advanced Elastomer Systems Limited
Advanced Elastomer Systems Marketing Pte. Ltd.
Advanced Elastomer Systems NV/SA
Advanced Elastomer Systems Singapore Pte. Ltd.
Advanced Elastomer Systems, Canada, Inc.
Advanced Elastomer Systems, Inc.
Advanced Elastomer Systems, L.P.
Air Tankdienst Koeln GbR
Aircraft Fuel Supply B. V.
Al-Jubail Petrochemical Company
Alberta Products Pipe Line Ltd.
Alyeska Pipeline Service Company
AquaAir Environmental, Inc.
Aramco Services Company
Asakawa Sekiyu K.K.
Awaji Gas Nenryo Kabushiki Kaisha

Azuma Sekiyu K.K.
B.W.O.C., Inc.
BEB Erdgas und Erdoel GmbH, Hannover
BRIGITTA Erdgas und Erdoel GmbH, Hannover
Bangkok Aviation Fuel Services Limited
Banshu Ekika Gas K.K.
Bayerische Erdoelleitung G.m.b.H.
Beaverhill Resources Limited
Brickwood Holdings Pty. Ltd.
Bryan Austin Chalk Operating Committee, Inc.
Bryan Woodbine Gathering, Inc.
Canadian Reserve Oil & Gas Ltd.
Cascade Fertilizers (1990) Limited
Castle Peak Power Company Limited
CeraMem Separations, Inc.
Changi Airport Fuel Hydrant Installation Pte. Ltd.
Changi Into-Plane Services (Pte) Ltd.
Chuo Sekiyu Hanbai K.K.
Comcor Chemicals Limited
Compagnie Industrielle des Polyethylenes de Normandie, GIE
Compania Minera Disputada de Las Condes S.A.
Comptoir Auxiliaire du Petrole
Comptoir Oyonnaxien des Combustibles (C.O.C.)
Computer Centrum Groningen B.V.
Copim St. Lawrence Ltd.
Cynthia Gas Gathering Company Limited
DFTG Deutsche Fluessigerdgas Terminal GmbH
Daihatsu Sekiyu K.K.
Daito Gas K.K.
Depot Petrolier du Gresivaudan
Depots Petroliers de la Corse
Depots de Petrole Cotiers

Deudan-Holding GmbH
Deutsche Advanced Elastomer Systems GmbH
Deutsche Erdgas Transport G.m.b.H.
Deutsche Transalpine Oelleitung G.m.b.H.
Devon Estates Limited
Disma S.r.l.
Dixie Pipeline Company
Dunbar Oil Ltd.
E S F Limited
ETD Tankdienst Gesellschaft Duesseldorf GbR
Eagle Kenso K.K.
Eagle Reinsurance Co. Ltd.
East Texas Salt Water Disposal Company
Eiko Sekiyu K.K.
Elwerath Erdgas und Erdoel GmbH, Hannover
Elwerath Erdoel und Erdgas AG
Emirates National Chemicals Company Ltd.
Emori Sekiyu K.K.
Emsland-Erdoelleitung G.m.b.H.
Emulsions de Feyzin
Emulsions du Dauphine
Energie Marketing Service GmbH
Enterprise Housing Partners 1992 Limited Partnership
Entrepot Petrolier de Mulhouse (E.P.M.)
Entrepot Petrolier de l'Aveyron (E.P.A.)
Erdgas-Verkaufs-Gesellschaft m.b.H.
Erdoel-Raffinerie Deurag-Nerag GmbH
Esso (Overseas) Pension Trust Limited
Esso Energie G.I.E.
Esso Exploration and Production Angola Inc.
Esso Exploration and Production Ireland Limited
Esso Lub'Services

Esso Malaysia Berhad
Esso Raffinage S.A.F.
Esso S.A.F.
Esso Standard Thailand Ltd.
Esso Standard Tunisie S. A.
Esso Technologies et Services (E.T.S.)
Esso Yukong Specialities Ltd.
Etablissements Cloarec
Exxon Asset Funding Company
Exxon Asset Management Company
Exxon Chemical Asset Management Partnership
Exxon Chemical France
Exxon Chemical Paraffins Limited
Exxon Chemical Polymeres SNC
Exxon Mobile Bay Partnership
Exxon de Colombia S.A.
F.T. Giken Kabushiki Kaisha
Federated Pipe Lines Ltd.
Ferngas Nordbayern G.m.b.H.
Ferngas Salzgitter GmbH
Fernkaelte Geschaeftsstadt Nord G.b.R.
Flughafen Schwechat Hydranten-Gesellschaft
Fuji Kogyo K.K.
Full Cycle Plastics Pty. Ltd.
G16a (Groep) B.V.
Gasunie Engineering B.V.
Gasunie Warmte/Kracht Emmen B.V.
General Bussan K.K.
General Highway K.K.
General Petrochemical Industries Limited
General Sekiyu K.K.
General Sekiyu Okinawa Hanbai K.K.

General Sekiyu Overseas, Ltd.
General Shipping Co. Ltd.
General Unyu Kabushiki Kaisha
Geobutane - Lavera
Ges. fur Mineraloelveredlung und Distribution Rhaesa mbH
Gewerkschaft Brassert Erdoel und Erdgas GmbH
Gewerkschaft Gute Hoffnung Erdgas und Erdoel GmbH
Gewerkschaft Kuechenberg Erdgas und Erdoel GmbH
Glen Park Gas Pipe Line Company Limited
Grande Ecaille Land Company, Inc.
Groupement Immobilier Petrolier
Groupement Petrolier Aviation
Groupement Petrolier de Nantes (G.P.N.)
Groupement Petrolier de Saint-Pierre des Corps (G.P.S.P.C.)
Groupement Petrolier de la Cote d'Azur
Groupement Petrolier du Finistere G.I.E.
Groupement Petrolier du Val-de-Marne (G.P.V.M.)
Groupement d'Exploitation du Depot de Reception de Chennevie
Hambrecht & Quist Environmental Technology
Hamburger Gaswerke GmbH
Hannoversche Erdoelleitungs-G.m.b.H.
Hanshin Kyowa Sekiyu K.K.
Heinrich Schneider Spedition GmbH
Hiroshima General Gas Juten Kabushiki Kaisha
Hoei Sekiyu K.K.
Hokkai Sanshi Co., Ltd. (Chemical)
Hokushin Bussan K.K.
Hokuyu Sekiyu K. K.
Hong Kong Pumped Storage Development Company, Limited
Houston Regional Monitoring Corporation
Hydrant Refuelling System, S.A.

Hydranten-Betriebs-Gesellschaft, G.b.R.
Hydrierwerke Poelitz Aktiengesellschaft
Imperial Oil (an Ontario General Partnership)
Imperial Oil Limited
Imperial Oil Resources Limited
Imperial Oil Resources N.W.T. Limited
Imperial Oil Resources Ventures Limited
Imperial Oil Resources an Alberta Limited Partnership
Industria Acqua Siracusana S.p.A.
Industry Promotion Enterprises Limited
Iranian Oil Participants Limited (Iranian Consortium)
Iranian Oil Services (Holdings) Limited
Iranian Oil Services Limited
Iraq Petroleum Company, Limited
Iraq Petroleum Pensions, Limited
Japan Butyl Company Limited
Jaymo SNC
Jersey Nuclear-Avco Isotopes, Inc.
K. K. Momose Shiojiri Stand
K. K. Toresen
K.K. Aizu General
K.K. Auto
K.K. Daimaru
K.K. Eastern Gas Terminal
K.K. General Sekiyu Hanbaisho
K.K. Genet
K.K. Genetech
K.K. Genex
K.K. Heian Sekiyu
K.K. Kyoei Shosha
K.K. Marugo Izumasa Shoten
K.K. Marutaka Sekiyu

K.K. Momose Sekiyu
K.K. Standard Sekiyu Osaka Hatsubaisho
K.K. Toko
K.K. Uwano Sekiyu Shokai
K/S Statfjord Transport A/S & Co.
KX Industries, L.P.
Kabushiki Kaisha Sankyo Plastics
Kabushiki Kaisha Serubisu
Kai Tak Refuellers Company Limited
Kansai Chuo Sekiyu K.K.
Kanto Kygnus K.K.
Karlsruhe-Stuttgart Rohrleitung Gesellschaft mbH
Kawasaki Kygnus Sekiyu Hambai Kabushiki Kaisha
Keiyo Sekiyu Hanbai K.K.
Kemcor Australia Pty. Ltd.
Kemcor Elastomers Ltd.
Kemcor Olefins Ltd.
Kemcor Plastics Pty. Ltd.
Kenya Petroleum Refineries Limited
Kibo Sekiyu Hanbai K.K.
Kimura Sekiyu Kabushiki Kaisha
Kinwa Sekiyu K.K.
Kobe Standard Sekiyu K. K.
Korea Perchem Company Limited
Kosxon Chemical Company Limited
Kowa Sekiyu K.K.
Kowloon Electricity Supply Company Limited
Kumho E.P. Rubber Co., Ltd.
Kygnus Ekika Gas Kabushiki Kaisha
Kygnus Kosan Kabushiki Kaisha
Kygnus Sekiyu K. K.
Kygnus Sekiyu Seisei Kabushiki Kaisha

Kygnus Trading Kabushiki Kaisha
Kyushu Eagle K.K.
L-Net East K.K.
L-Net West K.K.
L12A (Groep) B.V.
L12B/L15B (Groep) B.V.
L14 (Groep) B.V.
L15A (Groep) B.V.
L2 (Groep) B.V.
L5a (Groep) B.V.
LEAG Aktiengesellschaft fuer luzernisches Erdoel
Les Docks des Petroles d'Ambes
Liants Routiers de la Vallee de la Loire (LRVL)
Liants Routiers du Gard (L.R.G.)
Lilac Sekiyu Kabushiki Kaisha
Lily Sekiyu K.K.
Lithcon Petroleum International (Bahamas) Inc.
Lithcon Petroleum Taiwan Inc.
Long Beach Oil Development Company
MEGAL FINCO
MEGAL GmbH
Maasvlakte Olie Terminal C.V.
Maasvlakte Olie Terminal N.V.
Magota Sekiyu K.K.
Mainline Pipelines Limited
Malaysian Energy Chemical & Services Sdn Bhd
Manchester Airport Storage and Hydrant Company Limited
McCann Plastics Inc. (Chemical)
McColl-Frontenac Inc.
McColl-Frontenac Petroleum Inc./Petroliere McColl-Frontenac
Meiji Sekiyu K.K.

Mikawa Bussan K.K.
Mitake Unso K.K.
Mittelrheinische Erdgas Transport Gesellschaft mit beschrank
Mode Wheel Property Limited
Montreal Pipe Line Limited/Les Pipe-Lines Montreal Limitee
Mount Thorley Coal Loading Limited
Multi Tank Card B.V.
Mytex Polymers (General Partnership)
N. V. Nederlandse Gasunie
NAM - K 14 B.V.
NAM - K 15 B.V.
NAM - K 7 B.V.
NAM-K17 B.V.
NAM/CLOMS - K 8/K 11 B.V.
NAM/CLOMS - L 13 B.V.
NAM/MOBIL M9a B.V.
NPC Services, Inc.
Nakabayashi Sekiyu K.K.
Nansei Oil Terminal K.K.
Nansei Sekiyu Kabushiki Kaisha
Nanseki Kaihatsu K.K.
Native Venture Capital Co. Ltd.
Near East Development Corporation
Nederlandse Aardolie Maatschappij B. V.
Neptune Bulk Terminals (Canada) Ltd.
New Cure, Inc.
Newcastle Coal Shippers Pty. Limited
Nichiei Kogyo Kabushiki Kaisha
Nichimo Oil (Bermuda) Co., Ltd.
Nikko Sangyo K.K.
Nippon Unicar K.K.
Nissei Sekiyu Kabushiki Kaisha

Nogat B.V.
Norddeutsche Erdgas-Aufbereitungs G.m.b.H.
Norddeutsche Mineraloelwerke Stettin G.m.b.H.
Nordrheinische Erdgas Transport Gesellschaft mit beschrankte
Noroxo
Northward Developments Ltd.
OSLO Alberta Limited
Office Prive d'Assurances et de Courtages
Oil Field Chemicals Company (Saudi Arabia) Ltd.
Oil Service Company of Iran (Private Company)
Oil Spill Response Limited
Oldenburgische Erdoel Gesellschaft G.m.b.H.
Oleoducto de Colombia S.A.
Oleoductos Canarios, S.A.
Osaka General Gas K.K.
Osaka Kygnus K.K.
P. T. Stanvac Indonesia
P.A.C. S.A.R.L. (Pinson-Allegret-Causse)
PIMEC Inc.
Pacesetter Enterprises Limited
Pars Investment Corporation
Peninsula Electric Power Company Limited
Petroleum Services (Middle East) Limited
Petrosvibri S.A.
Pier Atlantic Limited
Pipe Line Services, Inc.
Plantation Pipe Line Company
Port-Jerome Gaz (P.J. Gaz)
Portland Pipe Line Corporation
Primaeroel GmbH
Prince William Sound Oil Spill Response Corporation
Progas Limited

Projectbureau W/K B.V.
Quadrant Gas Limited
Raffinerie du Midi S.A.R.L.
Rainbow Pipe Line Company, Ltd.
Redwater Water Disposal Company Limited
Refineria Petrolera Acajutla, S. A.
Regulus Holding (Singapore) Pte. Ltd.
Rheingas Erdgasleitungs-Gesellschaft G.m.b.H.
Rotterdam Antwerpen Pijpleiding (Belgie) N.V.
Rotterdam Antwerpen Pijpleiding C.V.
Rotterdam-Antwerpen Pijpleiding (Nederland) N. V.
Rubiatec Sendirian Berhad
Ruhrgas Aktiengesellschaft
S.A. du Pipeline a Produits Petroliers sur Territoire Geneve
SEAG Aktiengesellschaft fuer schweizerisches Erdoel
SERAM S.p.A.
SOVEXOIL Oil Field
Saitama Sekiyu Hanbai K.K.
Sanyo Sekiyu K.K.
Saraco S. A.
Saudi Arabian Lube Additives Company Limited
Schubert KG
Senboku Oil Kikoh K.K.
Shehtah Drilling Limited
Shimoyama Sekiyu K.K.
Shin-Nihon Yukagaku Kogyo K. K.
Shinohara Oil K.K.
Smiley Gas Conservation Limited
Sociedad Nacional de Oleoductos Ltda.
Sociedad de Inversiones Limited
Societa Italiana per l'Oleodotto Transalpino S.p.A.
Societa per Azioni Raffineria Padana Olii Minerali-SARPOM

Societe Geomines-Caen
Societe Anonyme Produits Lubrifiants de Madagascar - PROLU
Societe Anonyme de Gestion de Stocks de Securite (SAGESS)
Societe Anonyme de la Raffinerie des Antilles
Societe Anonyme des Hydrocarbures
Societe Civile de Mustapha Algerie
Societe Civile de Participation pour la Destruction des Dech
Societe Esso de Recherches et d'Exploitation Petrolieres
Societe Francaise EXXON CHEMICAL
Societe Havraise de Manutention de Produits Petroliers
Societe Malgache de Raffinage
Societe Paris-Manche
Societe Paris-Niel
Societe Reunionnaise d'Entreposage
Societe d'Etude et d'Exploitation de la Raffinerie du Tchad
Societe d'Exploitation & de Developpement d'Operations Comme
Societe d'Exploitation des Garages Les Stations Tour Eiffel
Societe de Manutention de Carburants Aviation (S. M. C. A.)
Societe de Promotion et de Financement Touristique (CARTHAGO)
Societe de la Raffinerie d'Alger
Societe des Pipe-Lines de Strasbourg
Societe des Transports Petroliers par Pipe Line
Societe du Caoutchouc Butyl (SOCABU)
Societe du Pipe Line de la Raffinerie de Lorraine
Societe du Pipe-Line Mediterranee-Rhone
Societe du Pipeline Sud-Europeen
Socony-Standard-Vacuum Oil Company (Petroleum Maatschappij)

Southern Natural Gas Development Pty. Ltd.
Standard Kaihatsu K.K.
Standard Kosan Kabushiki Kaisha
Standard Service K.K.
Stansted Fuelling Company Limited
Statfjord Transport A/S
Stockage Geologique de Gaz de Lavera
Sueddeutsche Erdgas Transport Gesellschaft mit beschrankter
Sun East (Dublin) Company, Ltd.
Superior Disk Corporation
Syncrude Canada Ltd.
Synergistics Industries (NJ) Inc.
Synergistics Industries (TX) Inc.
Synergistics Industries Limited
TAR-Tankanlage Ruemlang AG
TBN Tanklager-Betriebsgesellschaft Nuernberg mbH
TCA Plastics Inc.
TEAM Terminal B.V.
TFS Turbo Fuel Services GmbH, Hamburg
TGF Tankdienst Gesellschaft Frankfurt G.b.R.
TGM Tankdienst-Gesellschaft Muenchen GbR
TIBA Speditions GmbH
TLS Tanklager Stuttgart GmbH
Taihei Bussan K.K.
Taisei Kogyo Sekiyu Hanbai K.K.
Taketsuru Yugyo K.K.
Tankanlage A. G., Mellingen
Tanklager Altishausen A. G.
Tanklager Taegerschen AG
Tanklager-Gesellschaft Tegel G.b.R.
Tanklagergesellschaft, Koeln-Bonn G.b.R.
Tecnica Quimica Petrolera, S.A. de C.V.

Terminal Petrolier de Bordeaux (T.P.B.)
Thai Aliphatics Company Limited
Thai C-Center Company Limited
Thai Petroleum Pipeline Co., Ltd.
Thyssengas G.m.b.H.
Tohpren Co., Ltd. (Chemical)
7Tojo Gas K.K.
Toko Sekiyu K.K.
Tonen Chemical Nasu Co., Ltd.
Tonen Energy International Corp.
Tonen Energy and Marine (Singapore) Pte. Ltd.
Tonen Filare Co. Ltd.
Tonen Film Company Limited
Tonen Kabushiki Kaisha
Tonen Kagaku K.K.
Tonen Properties Inc.
Tonen Sogo Service Co., Ltd.
Tonen System Plaza Kabushiki Kaisha
Tonen System Service Kabushiki Kaisha
Tonen Tanker Kabushiki Kaisha
Tonen Tapyrus Company Limited
Tonen Technology K. K.
Tonex Company Limited
Towa Compounding Co., Ltd.
Towa Sekiyu K.K.
Toyoshina Film Company, Ltd.
Trans-Northern Pipelines Inc.
Transalpine Oelleitung in Oesterreich Gesellschaft m.b.H.
Transgaz Lavera
Tsurumaru Unyu K.K.
UBAG - Unterflurbetankungsanlage Flughafen Zurich
Ulan Coal Mines Limited

United Industry Development Co., Ltd.
Van Salt Water Disposal Company
Verbundnetz Gas AG
Wako Jushi Kabushiki Kaisha
Warmtepomp Nederland B.V.
Westdeutsche Erdoelleitungs-G.m.b.H.
Westgas G.m.b.H.
Woodbine Marketing Co., Inc.
Worex S.N.C.
Yasaka Sekiyu K.K.
Yellowstone Pipe Line Company
Yoshimi Gas Kabushiki Kaisha
Yuai Sekiyu K.K.
Zenon Environmental Systems Inc. (ZESI)